

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 0:24-CV-60382

In re:

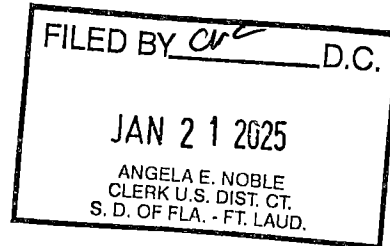
ROI NEEMAN,

JESSICA PIAFSKY, an individual,

Plaintiff,

ROI NEEMAN, an individual, and
CONTRUCTION FORT LAUDERDALE INC.
d/b/a MB HOME IMPROVEMENTS,
a Florida Corporation

Defendant.



FACTS RELEVANT TO ALL COUNTS

1. Without knowledge.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Without knowledge.
7. Admitted.

8. Admitted.
9. Admitted.
10. Without knowledge.
11. Without knowledge.
12. Admitted.
13. Unclear statement.
14. Admitted.
15. Admitted.
16. Unclear statement.
17. Admitted.
18. Unclear statement.
19. Unclear statement.
20. Admitted.
21. Unclear statement.
22. Denied.
23. Admitted.
24. Without knowledge.
25. Unclear statement.

26. Admitted.
27. Admitted & denied.
28. Admitted & denied.
29. Admitted.
30. Admitted.
31. Without knowledge.
32. Admitted.
33. Denied.
34. Admitted & denied.
35. Admitted.

36. Admitted.
37. Admitted & denied.
38. Unclear statement.
39. Admitted & denied.
40. Admitted & denied.
41. Admitted & denied.
42. Without knowledge.
43. Admitted.
44. Admitted & denied.
45. Admitted & denied.
46. Admitted & denied.
47. Admitted & denied.
48. Admitted & denied.
49. Denied.
50. Admitted & denied.
51. Admitted & denied.
52. Denied.
53. Admitted & denied.
54. Denied.
55. Denied.
56. Denied.
 - a). Denied.
 - b). Admitted.
 - c). Denied.
 - d). Denied
 - e). Denied.
 - f) Denied
 - g). Denied
 - h). Denied

i). Denied

j). Denied

k). Denied

l). Denied

m). Denied

n). Denied

o). Denied

p). Denied

57. Denied.

58. Denied.

59. Denied.

60. Denied.

61. Denied.

62. Admitted.

63. Admitted & denied.

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Admitted & denied.

72. Denied.

73. Denied.

74. Denied.

75. Denied.

- 76. Denied.
- 77. Denied.
- 78. Denied.
- 79. Denied.
- 80. Denied.
- 81. Denied.
- 82. Denied.
- 83. Denied.
- 84. Unclear Statement.
- 85. Admitted.
- 86. Denied.
- 87. Denied.
- 88. Denied.
- 89. Denied.
- 90. Denied.
- 91. Denied.
- 92. Denied.
- 93. Denied.
- 94. Can't answer.
- 95. Can't answer.
- 96. Can't answer.
- 97. Can't answer.
- 98. Can't answer.
- 99. Can't answer.
- 100. Can't answer.
- 101. Denied.
- 102. Unclear & Denied.
- 103. Denied.
- 104. Denied.

105. Denied.
106. Denied.
107. Denied.
108. Denied.
109. Denied & admitted.
110. Admitted
111. Denied.
112. Denied.
113. Can't Answer.
114. Can't Answer.
115. Can't Answer.
116. Can't Answer.
117. Can't Answer.
118. Can't Answer.
119. Denied.
120. Unable to respond.
121. Denied.
122. Denied.
123. Can't Answer.
124. Can't Answer.
125. Can't Answer.
126. Can't Answer.
127. Denied.
128. Denied.
129. Denied.
130. Denied.
131. Denied.
132. Denied.
133. Denied.

- 134. Denied.
- 135. Denied.
- 136. Denied.
- 137. Admitted & denied.
- 138. Admitted & denied.
- 139. Denied.
- 140. Denied.
- 141. Denied.
- 142. Denied.

FACTS OF THE CASE

PIAFSKY misrepresents the facts of the case. She is trying to make up stories and change the history of what happened to better suit her. She seems to purposely be leaving out certain facts that are important to the story.

PIAFSKY has a history and record of trying to get work done for free and then refusing to pay for the work that is done. To my knowledge she has gone through multiple contractors and companies which she has fired and refused to pay. From my understanding she is either in the process of suing or threatened to sue at least one other of these companies. A lot of work was done behind the scenes (plumbing & electrical) by CFLMB before being fired and not allowed to complete the work. Despite the fact that a significant amount of work, the "behind the scenes" style work, she is now demanding money back for the work that had already been completed or work that she refused to allow my team to complete. Including money that most of the sub contractors had already received money for.

PIAFSKY was looking for the cheapest, fastest and most convenient way to do this project. She directed the work be completed without permits. She specifically told NEEMAN that she wanted the work to be done without permits because it would be cheaper and faster. She also relied on the fact that NEEMAN himself, lives in the same neighborhood which she used to her advantage to avoid certain restrictions and complications that would occur with the HOA. She had NEEMAN working late nights and weekends to complete work more quickly and even used NEEMAN to let in workers so she didn't need to be bothered.

PIAFSKY says the work was not progressing in the time frame she wanted, but she constantly interfered with the schedule of the scope of work in order for her to not be inconvenienced by the renovations, knowing this would create delays. She wanted things done her way for her convenience which caused the scope of work to take longer than anticipated. Although both parties discussed initial anticipated timeframes PIAFSKY changed the scheduling and order of work many times throughout the project. NEEMAN followed PIAFSKY'S request.

PIAFSKY also lies about her knowledge of BOHADANA. NEEMAN specified that CFL work is done with a partner and the work is done with/through its licensed partner. NEEMAN never said he "owned" MB Home Improvements.

PIAFSKY was told a couple times that NEEMAN was not licensed, but had worked with MB which is a licensed company. PIAFSKY could have easily looked up the license information that was clearly given on her contract, she could have looked up the licenses from her contract on DBPR but she apparently chose not to. She didn't care. Even though NEEMAN told her he had a partner who was licensed and whose license he worked under, PIAFSKY never asked to meet BOHADANA and didn't seem to care who the license numbers on the contract were connected to. Her focus was on getting the work done cheaply and quickly.

PIAFSKY claims that BOHADANA had no knowledge of what CFL d/b/a MB Home Improvements Inc, CFLMB, was doing, but that is completely untrue. BOHADANA did very much have knowledge. CFLMB has the ability to negotiate the work and invoices, which BOHADANA then sees and reviews. CFLMB & BOHADANA's MB HOME IMPROVEMENTS had a contract agreement for CFL to work under BOHADANA's license and for BOHADANA to oversee the whole project. BOHADANA received his payment per our agreement and had full knowledge of the project that was being done. BOHADANA also regularly requests updates on projects. And BOHADANA even signed off on a permit application for work to be done on PIAFSKY's home but since PIAFSKY directed that the work be done without permits, that signed permit was never filed.

PIAFSKY tries to pretend that BOHADANA and MB were not part of this project or work even though she signed a contract with MB and with BOHADANA's license information. She also tries to pretend that CFLMB and NEEMAN are not acting as part of MB, but they are and have an agreement with MB to do so. In fact, MB provided the contracts for CFLMB to use and would update MB's contract on the system CFLMB was told to use. CFLMB used the contract MB provided with PIAFSKY and to reiterate, PIAFSKY signed the agreement with MB and with BOHADANA's and MB's license information clearly written on the contract she signed.

PIAFSKY tries to use the fact that she forced CFLMB to accept money through a different account to now attack NEEMAN personally but she was the one who made the request. PIAFSKY requested that she be able to pay CFLMB through a different method because she claimed the payment wasn't working from her. Based on her statement that she was unable to pay through the requested and regularly used payment method for CFLMB, NEEMAN offered to accept payment in a different way to accommodate her needs. And now PIAFSKY is trying to use that to attack NEEMAN, which is not right. CFLMB tried to help her and accommodate her request, allowing her to pay through a different account, and then CFLMB transferred those funds to BOHADANA and CFL as appropriate based on the agreement with Bohadana. It is unfair that PIAFSKY is now trying to use that to attack NEEMAN personally.

PIAFSKY had a contract with a schedule for payments to be made and she agreed to the payment schedule. Based on the signed contract, PIAFSKY made an initial deposit of totaling \$87,000 paid to CFLMB as a deposit to begin work on her project.

PIAFSKY also lies that CFLMB made her pay the kitchen company. She did not pay money to CFLMB for the kitchen work. PIAFSKY specifically said that she wanted to use a credit card to make the payments for the kitchen. PIAFSKY did not want to pay any additional fee that would be needed for CFLMB to accept the credit card payment for that work. Therefore, as a favor to PIAFSKY to save her money, CFLMB had PIAFSKY pay the kitchen company directly. CFLMB explained that the monies she paid to the kitchen company would be deducted from the cost of the overall project. Plus, after PIAFSKY reviewed the proposed work and kitchen plan, she requested changes and items that were higher end, which she

was told would cost more and cause an up-charge, she insisted on having higher end materials, taller cabinets and other things that would be more costly and add to her project budget. She went to the kitchen cabinet warehouse and picked out each piece, color, etc. that she wanted. After she made all of these choices, PIAFSKY was given an updated estimate of the additional expenses to make the changes to the kitchen that she wanted, with all of the extra costs beyond the standard she had originally been quoted. She agreed to these new numbers. PIAFSKY requested these changes and insisted on them, agreeing to the prices she would incur for these changes. Yet she is now trying to pretend that CFLMB is seeking more money, and PIAFSKY is trying to avoid the added costs of the choices she made and agreed to, that weren't the cheapest way to go. PIAFSKY is trying to avoid the added costs of her choices and actions.

After significant work had already been completed on the house, PIAFSKY apparently brought in a new contractor who advised her of other things and who never saw the condition of the house (including knock-down walls and ceilings) before CFLMB had completed all of the work it did. Now, in her complaint, PIAFSKY is seeking to punish CFLMB and NEEMAN for completing the work that had been done by using different contractors' claims of how work could have been done "cheaper" even though that contractor had zero knowledge of the home's condition prior to the work CFLMB did. (Again, this just shows that PIAFSKY was always looking for the cheapest option.)

PIAFSKY once again tries to misrepresent facts to try to mislead the story when she discusses the work done on her home in 54.

- Like PIAFSKY is aware of, CFLMB is not an engineer and brought in a licensed engineer to do the work, but CFLMB and NEEMAN had no authority or oversight over the engineer or his work. When the engineer became aware of his errors, he came back out and corrected any measurement errors for PIAFSKY.
- PIAFSKY is misrepresenting how certain parts of construction is supposed to be done according to code. Wires go into pipes, not directly into concrete and the kitchen floor was done with pipes for the wires to go into later, as should have been done. But then she didn't let CFLMB complete the job.
- The kitchen walls were never sealed by CFLMB.
- PIAFSKY is not aware of the codes or where the outlets should have been placed, and some of the places she chose were not able to be done because of codes.
- Again, PIAFSKY is unaware of Florida codes when she tries to paint the picture that CFLMB didn't use proper pipes for hot water. Flex piping is used in Florida.
- PIAFSKY is claiming that there was no pitch for the water to drain, but a pitch is created with the installation of tile, which was never done because PIAFSKY did not allow CFLMB to complete the job. PIAFSKY requested a handicap walk-in shower which had a large surface to cover so the pitch would not be noticeable without the installation of tile. The pitch would have been there and PIAFSKY would've seen it if she had not breached the contract and would've allowed the job to be completed. All accusations PIAFSKY is currently making is because she stopped the progress of the work.

- PIAFSKY claims that CFLMB failed to install electrical wiring, but again, PIAFSKY did not allow CFLMB to complete the project. There are time frames and schedules of work that need to be done in a certain order, but CFLMB did not get to this stage of work because again, PIAFSKY did not allow CFLMB to complete the job.
- PIAFSKY continues to state things that she believes was not good, but she completely forgets or refuses to acknowledge the fact that she did not allow CFLMB to finish the project. She breached the contract between her and CFLMB and is now claiming all these false allegations that are untrue and inaccurate. She is now lying about the improper materials that were installed, or work that was done a certain way that should've been done in a different way. Work cannot be judged in an unfinished position.
- PIAFSKY is continuing to make up false allegations about where the interior AC system was placed. Work was done in a certain way, at PIAFSKY's direction, because PIAFSKY requested that the work be done this way in order to create a more room for a full bath for her needs in place of where the AC unit was previously placed. She also personally spoke to the Mechanical contractor who did the work based on what she had requested, in the way she wanted it to be done. She continues to mislead and create lies. She directed work done in a certain way and is no complaining that it was done according to her directions (which sometimes meant changes to the timeline to complete the project because she made changes that kept affecting the schedule of the work).

PIAFSKY wanted to get work done quickly and as cheap as possible, specifically asking that it be done without permits to make it cheaper, and then once CFLMB completed work, PIAFSKY tried to avoid payment and get all of her money back by firing CFLMB before the job was completed.

PIAFSKY clearly looked for the cheapest and quickest way to get the work done and is now seeking to avoid payment all together. And, in fact she is wanting CFLMB to pay for all of the workers and materials that she received. She is using the court to abuse CFLMB and NEEMAN and trying to escape any responsibility for all of her actions. She wants to receive all of the work that was done for free, despite all of the costs that were spent for the workers, materials, subcontractors, etc.

PIAFSKY received a contract with MB Home Improvements, a contract that was the specific, updated format of MB Home Improvements that BOHANDANA would regularly update, a contract which clearly showed BOHADANA's license number and information. BOHADANA's license numbers are on his contracts and are searchable publicly. But PIAFSKY didn't care to look into the details of CFLM's partner who she was told was licensed; all she cared about was the work getting done in the cheapest way.

It is unfair for PIAFSKY to claim that she is entitled to the return of all the money she is claiming she is entitled to because she had a significant amount of work done on her home. To allow her to avoid paying for all of the work that was completed would be unjust.

After PIAFSKY continuously interfered with the project and directed the work to be done in the order she wanted and with the upgrades or changes she wanted, PIAFSKY breached the contract and did not allow CFLMB to do the work which she is then complaining about.

It seems like PIAFSKY is trying to avoid paying for any of the work that was done and wants everything not just for cheap but for free. To get all the work done the cheapest way possible (for free!) she interfered with the projects being done on her house, fired everyone and is suing all the contractors she hired. She is trying to use the court to attack CFLMB and her other workers so she can do everything for free. She misleads the court and refuses to acknowledge her role in the delays or interference or her stopping the work.

NEEMAN and CFLMB asks this court to deny PIAFSKY's requests and to pursue justice and fairness.

ROI NEEMAN OF CFLMB

